

Exhibit A

PRODUCT PLACEMENT AGREEMENT

This **PRODUCT PLACEMENT AGREEMENT** (this “**Agreement**”) made on the ____ day of _____ 2019 is by and between **Walgreen Co.** (“**Walgreen**”) located at 200 Wilmot Road, Deerfield, IL 60015 and Zeikos Inc., a _____ corporation, with its principal place of business at 19 Progress Street, Edison, NJ 08820 (“**Vendor**”).

WHEREAS, Vendor currently sells charging cables, headphones and other electronic merchandise to Walgreens for Walgreen to sell to its consumers in Walgreen’s retail store locations in the United States.

WHEREAS, Vendor wishes for Walgreens to place certain of its merchandise on certain fixtures in the participating Walgreen stores in exchange for the compensation described herein.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants, and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Placement; Display Term.** Walgreen shall place Vendor’s merchandise listed on Exhibit A attached hereto and made part hereof (the “**Merchandise**”) during the Term (defined below) in five thousand (5,000) participating stores, determined by Walgreen, on the fixtures as described below (“**Fixtures**”) as follows:
 - (a) Three Thousand (3,000) stores on a “010 fixture”, which is a four (4) shelf fixture located at the front of the store that sits at the beginning of the registers; and
 - (b) Two Thousand (2,000) stores, on a “saddle fixture”, which is an acrylic tray that sits on the half shelf in the checkout queue.

If Walgreen changes the Fixtures or moves such Fixtures to other areas in the stores, Walgreen shall use it best efforts to provide Vendor similar placement during the remainder of the then-current Term with similar amount of customer traffic as the 010 fixture and/or saddle fixture, as applicable. If the fixture is moved to a location with less customer traffic, the \$100 million sales threshold in Section 5 below will to be adjusted down to a mutually agreed upon goal.

2. **Payment Terms:** In exchange for the placement of the Merchandise at the Walgreen’s stores as described herein, Vendor shall pay Walgreen funding via deduction from invoice(s) related to the Opening Order (defined below), in the aggregate amount of Nine Million and No/100 Dollars (\$9,000,000) (the “**Product Placement Funding**”) according to the following payment schedule:

October 31, 2019:	\$5,000,000
February 28, 2020:	\$1,333,334
May 31, 2020:	\$1,333,333
August 31, 2020:	\$1,333,333
TOTAL:	\$9,000,000

3. **Equity Elements, Branding.** Vendor will be responsible for the signage and branding on the Fixtures, which will be in compliance with Walgreen’s branding guidelines. If Vendor desires to customize Fixtures beyond the approved equity elements, and Walgreen is able and agreeable to accommodating said customization, Vendor may do so at its own cost.
4. **Opening Order:** Walgreen and Vendor agree that Walgreen shall issue an opening order (“**Opening Order**”) for the Merchandise to be displayed as described herein in the aggregate amount of Eight Million and No/100 Dollars (\$8,000,000). Such order shall have WSTA date of no later than October 21, 2019.
5. **Term, Termination.** The term of this Agreement shall commence on the Effective Date and continue for one (1) year (the “**Initial Term**”). The placement space on the Fixtures shall be re-bid to various vendors after one year if the Merchandise does not achieve One Hundred Million and No/100 Dollars (\$100,000,000) in Net Sales during the Initial Term. “**Net Sales**” shall mean the actual retail price paid by

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the end-consumer less taxes collected and paid to a taxing authority and returns for which a credit or refund was issued. *Provided, however*, if the Merchandise achieves at least One Hundred Million and No/100 Dollars (\$100,000,000) in Net Sales during the Initial Term, the Initial Term will be automatically renewed for an additional one (1) year period (the “**Renewal Period**”), and Vendor shall pay Walgreens Six Million and No/100 Dollars (\$6,000,000) in funding for the Renewal Period to be paid in installments of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000) each, as follows: October 1, 2020, January 1, 2021, April 1, 2021 and June 1, 2021. The Initial Term and Renewal Term shall be referred to here as the “**Term**”. The Renewal Term shall not renew for any additional periods unless agreed to in writing by both parties hereto. Notwithstanding any provision to the contrary herein, Walgreen may terminate, in its sole discretion, its use of any one or more of the Fixtures during the Term. In such instance, Walgreen may cease displaying the Merchandise on those discontinued Fixtures. If Walgreens no longer displays the Merchandise on Fixtures in at least 5,000 stores, Walgreen shall refund Vendor a pro-rata portion of the amount Vendor paid Walgreen for such Merchandise placement during the then-current Term for such discontinued Fixtures that bring the total store count less than 5,000.

- 6. Relationship of the Parties.** The parties hereto expressly agree and stipulate that nothing in this Agreement shall create a partnership, joint venture, agency, or any other similar relationship between Walgreen and Vendor. Each party hereto enters into this Agreement for its own account, carrying out its respective business, separately and independently, limited only by the terms of this Agreement. Each party has full control of the activities performed by it under this Agreement.
- 7. Coop.** The Parties agree that Walgreen’s purchases of the Merchandise listed on Exhibit A shall not be eligible for the 10% co-op bill back funding program currently in place for other products Walgreen’s purchases from Vendor. The Parties confirm that such co-op program shall, however, remain in effect under its current terms for all other products.

IN WITNESS WHEREOF, the parties hereto have caused this Product Placement Agreement to be executed by their respective duly authorized officers.

ZEIKOS, INC.

By: JACK SPIDEN
 Title: PRESIDENT
 Date: 9-21-19

WALGREEN CO.

By: _____
 Title: _____
 Date: _____

Approved by Department	
Commercial Retail and IP Legal	By: _____
	By: _____
	By: _____

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010 Fixture	Facings	Retail	Cost	Saddle Fixture
Shelf 1- Lightning				
3ft PVC Lightning Cable White	2	14.99	REDACTED	x
6ft PVC Lighting Cable White	1	15.99		x
9ft PVC Lighting Cable White	1	17.99		x
6ft Braided Lightning Cable Black Rugged Tip	1	16.99		x
9ft Braided Lightning Cable Black Rugged Tip	1	18.99		x
3 ft PVC Lightning Cable to Type C White	1	24.99		x
	7			
Shelf 2- Type C				
3ft PVC Type C Cable Black	1	9.99		x
6ft PVC Type C Cable Black	1	12.99		x
9ft PVC Type C Cable Black	1	14.99		x
3ft PVC Type C to Type C Cable Black	1	12.99		x
Car Charger Dual Type C/USB A 3.1A	1	14.99		x
Wall Charger Dual Type C/USB A 3.1A	1	16.99		x
3ft Braided Aux Cable Black	1	6.99		
	7			
Shelf 3- Micro				
3ft PVC Micro USB Cable White 3 ft	1	8.99		x
6ft PVC Micro USB Cable Black 6ft	1	10.99		x
9ft PVC Micro USB Cable Black 9ft	1	12.99		x
Car Charger Dual USB Black 2.4A	1	12.99		x
Wall Charger Dual USB White 2.4A	1	14.99		x
Car Charger Single USB Black 1A	1	7.99		x
Wall Charger Single USB White 1A	1	9.99		x
	7			
Shelf 4 Audio				
Sound Pods White	1	19.99		x
Sound Pods Black	1	19.99		x
Earbuds with Mic Black	1	6.99		x
Bluetooth Earbuds	1	15.99		
Screen Protector iPhone 6/6s/7/8	1	8.99		
Screen Protector iPhone 6Plus/7Plus/8Plus	1	8.99		
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